

EXHIBIT A

ORDER APPROVING SALE OF SUBSTANTIALLY ALL ASSETS

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re

: Chapter 11

TELIGENT, INC., et al.,¹

: Case No. 01-12974 (SMB)

: Jointly Administered

Debtors.

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**ORDER APPROVING DEBTOR'S (i) SALE OF SUBSTANTIALLY
ALL OF THE ASSETS OF EASTON TELECOM SERVICES, INC.
AND (ii) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
TO WESTON TELECOMMUNICATIONS, LLC**

Upon the motion (the "Motion")² of Easton Telecom Services, Inc., one of the above-captioned debtors and debtors in possession ("Easton" or "Debtor"), seeking entry of an order authorizing the Debtor's (i) sale of substantially all of its assets and (ii) assumption and assignment of certain executory contracts to Weston Telecommunications, LLC (the "Buyer"); it appearing that the relief requested is in the best interests of the Debtor's estate, its creditors and other parties in interest; it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b); and after due deliberation and cause appearing therefor, it is hereby

¹ The Debtors are the following entities: Teligent, Inc.; Teligent Services, Inc.; American Long Lines, Inc.; Association Communications, Inc.; Auctel, Inc.; BackLink, L.L.C.; Easton Telecom Services, Inc.; Executive Conference, Inc.; FirstMark Communications, Inc.; InfiNet Telecommunications, Inc.; JTel, L.L.C.; KatLink, L.L.C.; OMC Communications, Inc.; Quadrangle Investments, Inc.; Telecommunications Concepts, Inc.; Teligent Communications, L.L.C.; Teligent License Co. I, L.L.C.; Teligent License Co. II, L.L.C.; Teligent of Virginia, Inc.; Teligent Professional Services, Inc.; and Teligent Telecommunications, L.L.C.

² Capitalized terms not defined herein have the meaning given in the Motion.

FOUND AND DETERMINED THAT the Debtor has articulated good and sufficient reasons for the proposed sale of the Assets of Easton (the "Easton Assets") to Buyer;³ and it is further

FOUND AND DETERMINED THAT notice of the sale and transactions contemplated thereby was given in accordance with all applicable provisions of the Bankruptcy Rules, Bankruptcy Code and Orders of this Court; and it is further

FOUND AND DETERMINED THAT the Buyer has acted in good faith within the meaning of the Bankruptcy Code, and is entitled to all protections and benefits afforded to such an entity under 11 U.S.C. § 363(m); and it is further

FOUND AND DETERMINED THAT a reasonable opportunity to object or be heard with respect to the Motion and the relief requested in the Motion, and to submit higher and better offers for the Easton Assets, has been afforded to all interested persons and entities; and it is further

FOUND AND DETERMINED THAT the SMB 11/15/01 consideration Purchase Price provided by the Buyer for the Easton Assets as set forth on the record (i) is fair and reasonable, (ii) is the highest and otherwise best offer for the Easton Assets, (iii) will provide a greater recovery for the Debtor's creditors and other interested parties than would be provided by any other practically available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States and any state, territory, possession, or the District of Columbia; and it is further

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Statements made by the Court from the bench at the hearing shall constitute additional conclusions of law and findings of fact as appropriate.

FOUND AND DETERMINED THAT all parties to this sale have complied with all provisions of the Bankruptcy Code and Rules that could have a material impact on this Motion.

NOW, THEREFORE, IT IS

SMB 11/15/01

~~ORDERED that the Motion is granted in its entirety, as set forth in detail on the record; and it is further~~

ORDERED that the Motion is granted **SMB 11/15/01** to the extent indicated in its entirety, as set forth in detail on the record (provided, however, that in no event shall the definition of "Easton Assets" include or be construed to include any license agreement with DSET Corporation, any intellectual property relating thereto or any rights that the Debtor may have under any such agreement); and it is further

ORDERED that nothing in this Order shall authorize the Debtor to transfer or sell any software or intellectual property licensed from Microsoft Corporation pursuant to the Enterprise Agreement and the Master Services Agreement (including any amendments) by and between Microsoft Corporation and Teligent Services, Inc. unless Microsoft Corporation consents to such sale or transfer; provided that should such consent not be given within the earlier of (i) ten days after the entry of this Order or (ii) the Closing of the sale of the Easton Assets, the Buyer shall remove such software and intellectual property, if any, from any of the Easton Assets; and it is further

ORDERED that nothing in this Order shall affect the rights of any of the other Debtors with respect to any intellectual property or software licensed by Microsoft Corporation; and it is further

ORDERED that the sale of the Easton Assets to Buyer pursuant to the Agreement is approved and the Easton Assets shall be sold and transferred to Buyer free and clear of all liens, claims and encumbrances, with all such liens, claims and encumbrances attaching only to the proceeds of the sale; and it is further

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ORDERED that the closing of the sale of the Easton Assets to Buyer shall occur no later than November 16, 2001; and it is further

ORDERED that in accordance with sections 365 and 363 of the Bankruptcy Code, the assumption, assignment and sale by the Debtors of the Assumed Executory Contracts to Buyer is authorized and approved; and it is further

ORDERED that pursuant to section 365(b)(1)(C) of the Bankruptcy Code, adequate assurance of Buyer's future performance under the Assumed Executory Contracts has been provided; and it is further

ORDERED that on or before the Closing Date, the Buyer shall pay and be solely liable to the counter party under each of the Assumed Executory Contracts for any and all cure amounts for the benefit of each such counter party required under section 365 of the Bankruptcy Code, which amounts are as set forth in the Motion; and it is further

ORDERED that the making or delivery of any instrument of transfer executed in connection with the sale of the Easton Assets shall be deemed to be made or delivered under, in furtherance of or in connection with a chapter 11 plan of reorganization for the Debtor and, therefore, shall be exempt from

taxation pursuant to section 1146(c) of the Bankruptcy Code, provided that a plan is confirmed; and it is further

ORDERED that each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement; and it is further

ORDERED that the Debtor is authorized to perform all of its obligations arising under the Agreement and to execute such other documents and take such further actions as are necessary to effectuate the sale of the Easton Assets to Buyer; and it is further

ORDERED that the terms and provisions of this Order shall be binding upon the Debtor, any subsequently appointed trustees thereof, the Debtor's estates, all creditors of any of the Debtor, and all parties in interest, and their respective heirs, successors and assigns; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this order; and it is further

ORDERED that notwithstanding the provisions of Bankruptcy Rules 6004(g) and 6006(d), this order shall be effective immediately upon entry.

New York, New York

Dated: November 15, 2001

/s/ STUART M. BERNSTEIN
United States Bankruptcy Judge

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